

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK _____ X

No.: 17-cv-09260

KADIAN NOBLE,

Plaintiff,

**AMENDED COMPLAINT AND
DEMAND FOR JURY TRIAL**

- VS -

HARVEY WEINSTEIN, BOB WEINSTEIN, THE
WEINSTEIN COMPANY LLC, and WEINSTEIN
COMPANY HOLDINGS, LLC,

Defendants.

_____ X

Plaintiff, KADIAN NOBLE, by and through her undersigned counsel, hereby files this Amended Complaint and Demand for Jury Trial against Defendants HARVEY WEINSTEIN, BOB WEINSTEIN, THE WEINSTEIN COMPANY, LLC, and WEINSTEIN COMPANY HOLDINGS, LLC, as follows:

INTRODUCTION

This is a civil action for damages under the Federal sex trafficking statute, 18 U.S.C. §§1591, 1595, arising from Defendant HARVEY WEINSTEIN's sexual assault of Plaintiff, KADIAN NOBLE, in Cannes, France. HARVEY WEINSTEIN, travelling in foreign commerce, recruited and enticed a young aspiring actress, Plaintiff KADIAN NOBLE, with the promise of a film role and to use his considerable influence in the entertainment industry on her behalf, knowing that he would use means of force, fraud or coercion to cause her to engage in a sex act. Defendants, BOB WEINSTEIN, THE WEINSTEIN COMPANY LLC, and WEINSTEIN COMPANY HOLDINGS, LLC, aided, abetted and participated in this venture of HARVEY WEINSTEIN,

**HERMAN
LAW**

knowing, or in reckless disregard of the facts, that he would use means of force, fraud and/or coercion to engage aspiring young actresses in sexual activity.

PARTIES AND JURISDICTION

1. Plaintiff KADIAN NOBLE (hereinafter referred to as “KADIAN” or “PLAINTIFF”) is sui juris and is a citizen and resident of the United Kingdom.

2. Defendant HARVEY WEINSTEIN is a citizen and resident of New York, New York.

3. Defendants THE WEINSTEIN COMPANY, LLC, and THE WEINSTEIN COMPANY HOLDINGS, LLC (hereinafter referred to as “TWC”), are Delaware limited liability companies whose principal place of business is in New York, New York. THE WEINSTEIN COMPANY HOLDINGS, LLC, is the parent and holding company for THE WEINSTEIN COMPANY, LLC.

4. Defendant BOB WEINSTEIN a/k/a/ ROBERT WEINSTEIN is a citizen and resident of New York, New York. He is the co-founder and Chairman of TWC. Upon information and belief, BOB WEINSTEIN owns 42% of the equity in TWC.

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1331 as this action arises under the law of the United States.

6. This Court is “an appropriate district court of the United States” in accordance with 18 U.S.C. §1595.

FACTUAL ALLEGATIONS

7. HARVEY WEINSTEIN is a renowned film producer who travels abroad and to different states in the United States for his business, where he recruits, solicits and entices young female actresses with promises of film roles and other financially beneficial entertainment projects.

HERMAN
LAW

8. Prior to the incident involving KADIAN, TWC's executives, officers and employees, including Defendant BOB WEINSTEIN, had actual knowledge of HARVEY WEINSTEIN's repeated acts of sexual misconduct with women doing business with, or seeking to do business with TWC. In particular, they were aware of HARVEY WEINSTEIN's pattern of using his power and influence to defraud, coerce or force young aspiring actresses to engage in sexual acts with him.

9. TWC and BOB WEINSTEIN were aware that HARVEY WEINSTEIN engaged in such conduct while he was abroad promoting TWC projects, and facilitated these trips for him. BOB WEINSTEIN and TWC benefitted financially from HARVEY WEINSTEIN's promotion of films and other business-related activities in foreign commerce on these trips, which supported HARVEY WEINSTEIN's course of conduct. HARVEY WEINSTEIN's coerced, forced and/or defrauded sex acts with aspiring actresses seeking TWC's assistance to advance their careers was part and parcel of HARVEY WEINSTEIN's business dealings in foreign commerce.

10. Prior to HARVEY WEINSTEIN's sexual misconduct with KADIAN, Defendants TWC and BOB WEINSTEIN knew or had reason to know that HARVEY WEINSTEIN was likely to engage in sexual misconduct with women he came into contact with during the course and scope of his employment. In particular, upon information and belief, Defendants TWC and BOB WEINSTEIN knew or recklessly disregarded the facts that HARVEY WEINSTEIN would lure young aspiring actresses into compromising situations under the guise of business meetings.

11. HARVEY WEINSTEIN, TWC and BOB WEINSTEIN knew, or recklessly disregarded the fact that, HARVEY WEINSTEIN used means of force, fraud or coercion to cause young female actresses to whom he had promised film roles or entertainment projects to engage in sex acts.

12. The Attorney General of the State of New York (the “OAG”) has filed a Complaint against the Defendants named herein making allegations relating to HARVEY WEINSTEIN’s misconduct with women, including female employees of TWC and aspiring actresses like KADIAN. The OAG’s Complaint further makes allegations relating to TWC’s and BOB WEINSTEIN’s knowledge of and participation in HARVEY WEINSTEIN’s ventures to defraud, force or coerce sexual activities with aspiring actresses and other women seeking a favorable business relationship with HARVEY WEINSTEIN and TWC.

13. The factual allegations in the OAG’s Complaint are detailed, based upon documents and information obtained pursuant to the OAG’s investigative subpoena power. A complete copy of the OAG’s Complaint is attached hereto as Exhibit “A”. The allegations of fact in the OAG’s Complaint are incorporated herein.

14. The OAG’s Complaint states that “[w]hile the OAG’s investigation is ongoing, it has obtained documents and interviewed witnesses confirming that [the Defendants] repeatedly and persistently violated the law.” (Exh. “A”, p. 2, ¶ 3)

15. In or about February, 2014, HARVEY WEINSTEIN travelled to London from the United States. He approached KADIAN at an industry-related social function, and expressed interest in her as an aspiring actress, representing that he wanted to learn more about her.

16. He told KADIAN that he had an acting role in mind for her and insisted that “it will be good for you.” Taking the next step to place KADIAN in that role, still at the social function, he had KADIAN walk with him to find Charlotte, a TWC executive. When they located her, HARVEY WEINSTEIN introduced KADIAN to her as an actress, and had Charlotte take down KADIAN’s detailed contact information, repeating to KADIAN that the role he had in mind “will be good for you.”

17. KADIAN's contact with HARVEY WEINSTEIN was of tremendous significance to the future of her acting and professional career. HARVEY WEINSTEIN was a gatekeeper of enormous influence in the entertainment industry, and had the power to advance KADIAN's career exponentially through auditions, readings, introductions and consideration for acting and modeling roles, in addition to roles in TWC projects. HARVEY WEINSTEIN thus wielded potentially lucrative and career difference-making opportunities for KADIAN.

18. The OAG's Complaint states:

From the creation of TWC in 2005 through his forced exit from the company in October, 2017, HW [HARVEY WEINSTEIN] held extensive power and influence in the film and television industry. HW's support could open doors and launch award-winning careers, while his disapproval could permanently tarnish reputations and essentially blacklist a person across the industry. . . . HW repeatedly and persistently misused his power within TWC and in the film and television industry, and the employees and resources of TWC, to harm and exploit both TWC workers and third parties seeking to do business with TWC.

(Exh. "A", p. 7, ¶¶22-23). The "third-parties" included aspiring actresses who encountered HARVEY WEINSTEIN, like KADIAN.

19. HARVEY WEINSTEIN promised KADIAN the role in the TWC project and further that he would use his influence to advance her acting and modeling career.

20. Subsequently, HARVEY WEINSTEIN arranged for KADIAN to meet with Vanessa Ford, a TWC Executive Assistant, at TWC's Soho London office. At this meeting, upon the inquiries and encouragement of Ms. Ford, KADIAN spoke at great length and detail about her background, aspirations and previous work experience. She had KADIAN write a narrative about herself, which KADIAN sent to Vanessa Ford by email, and KADIAN also provided Ms. Ford with her show "reel", *i.e.*, a sampling of her acting work. The interview, narrative and reel

requested by Vanessa Ford, and provided by KADIAN, were for the purpose of securing the acting role promised by HARVEY WEINSTEIN and establishing the promised relationship with HARVEY WEINSTEIN and TWC that would substantially advance KADIAN's career. Ms. Ford promised that she would forward these materials to HARVEY WEINSTEIN, and advised KADIAN that she would be contacted to advance her business relationship with TWC.

21. At all relevant times, Ms. Ford was in an agency relationship with TWC, and acted as agent for TWC in her contacts and communications with KADIAN.

22. At all relevant times, Charlotte was in an agency relationship with TWC, and acted as agent for TWC.

23. The OAG's Complaint states:

HW's assistants were exposed to and required to facilitate HW's sex life as a condition of employment. HW employed a team of up to five assistants at any given time. Over the relevant time period, over a dozen people served in these positions due to frequent turnover and promotions of assistants who met with his favor. *HW typically tasked his female assistants with scheduling, arranging, and facilitating his sexual encounters, which were referred to within the company as "personals."*

(Exh. "A", p. 19, ¶62) (emphasis supplied). Unbeknownst to KADIAN, Ms. Ford's contacts and communications with KADIAN, at that time, were in her role as an arranger and facilitator for HARVEY WEINSTEIN to engage in a sexual encounter with KADIAN.

24. Additionally, HARVEY WEINSTEIN used Charlotte in recruiting and enticing KADIAN into the scheme that would cause her to be defrauded, forced and/or coerced into sex acts. With regard to the use of female TWC employees and executives in this scheme, the OAG's Complaint states:

A third group of predominantly female TWC employees - a group of female executives - were also forced to facilitate HW's

sexual conquests. These female employees' job responsibilities should have been confined to using their expertise to help TWC produce films and television projects. Yet despite their skills and stated job responsibilities, HW required them to meet with prospective sexual conquests in order to facilitate HW's sexual activity, and to follow through on HW's promise of employment opportunities to women who met with HW's favor. . . .

The practice of sending female TWC executives to meetings with HW's prospective sexual conquests was overt within the company. HW's assistants were aware that HW would want a female executive to be present at the outset of any such meeting with a prospective sexual conquest, and were trained to ask HW which executives HW would want to have present at the meetings.

One female executive described her dismay at being compelled to take meetings clearly not for business purposes but for the purpose of facilitating HW's sex life. . . . As the executive reported to TWC's Human Resources department: "only female executives are put in these positions with actresses with whom HW has a 'personal friendship,' which to my understanding means he has either had or wants to have sexual relations with them. ***Female TWC employees are essentially used to facilitate his sexual conquests of vulnerable women who hope he will get them work.***"

(Exh. "A", p. 15, ¶¶49-51) (emphasis supplied).

25. KADIAN's contacts and communications with TWC's agents, particularly Charlotte and Ms. Ford, are consistent with the scheme and pattern set forth in the OAG's Complaint:

Several of TWC's female creative executives were exposed to and required to facilitate HW's sex life as a condition of employment. ***HW demanded that female executives fulfill tasks for him such as obtaining the contact information of his sexual targets and meeting with these women in order to put them at ease and facilitate them into private meetings with him.***

Additionally, female executives were frequently forced to meet with women with whom HW had sexual relations or hoped to have sexual relations, in order to discuss their "career

trajectory” and opportunities that HW instructed them to address with the women.

HW frequently targeted vulnerable, aspiring models, actresses, and entertainers as sexual conquests, using access to TWC and other industry opportunities that purportedly would be made available by his female executives, acting at his direction, as a bargaining chip in return for sexual favors. HW used female executives’ participation in these meeting to make clear that his contact with these women was in his professional capacity as CEO of TWC and to lend an “official” air to the encounters.

Female executives quickly came to understand that some of the meeting that they were required to attend were not for legitimate business purposes. For example, on some occasions, female executives were instructed to discuss with HW’s actual or intended sexual conquests career opportunities that the executives knew were not appropriate for the women, e.g., English-speaking roles with women who did not speak fluent English.

(Exh. “A”. pp. 21-22, ¶¶75-78) (emphasis supplied).

26. KADIAN was in this manner recruited and enticed by HARVEY WEINSTEIN, using TWC operatives, leading up to her attendance at the Cannes Film Festival in May, 2014.

27. In Cannes, France, for the film festival, HARVEY WEINSTEIN approached KADIAN in the lobby at Le Majestic Hotel. KADIAN asked HARVEY WEINSTEIN if he had received her reel from Ms. Ford. He responded that he had, but had not yet had an opportunity to view it. HARVEY WEINSTEIN asked KADIAN to come to his hotel room to view her reel with him and to discuss further steps regarding the role he had promised her.

28. KADIAN went to HARVEY WEINSTEIN’s hotel room. She did so because of HARVEY WEINSTEIN’s promise of the role in a TWC project, the promised use of his influence on her behalf, and the potentially lucrative relationship with HARVEY WEINSTEIN and TWC

that was in process. Once in the hotel room, HARVEY WEINSTEIN instructed KADIAN to have a seat on the couch.

29. HARVEY WEINSTEIN sat next to KADIAN on the couch and had her play him her reel. HARVEY WEINSTEIN began massaging KADIAN and then gripped her shoulders. He informed her that she needed to relax, noting that his people had all of her details and they would “take care of everything” for her. He mentioned a male assistant with TWC whom he represented will be on this task, and further stated that he would arrange a meeting for KADIAN with the Tess Agency in London. HARVEY WEINSTEIN represented to KADIAN that the Tess Agency, a prestigious modelling agency, is the agency that “he works with.”

30. HARVEY WEINSTEIN then informed KADIAN that for “audition purposes” she needed to walk up and down the room for him, for which she complied.

31. HARVEY WEINSTEIN then called an unnamed TWC producer in the United States and put him on the phone with KADIAN. The TWC producer told KADIAN that she needed to be “a good girl and do whatever he wished”, and if she did, then “they would work” with her further.

32. HARVEY WEINSTEIN then pulled KADIAN closer and groped her breasts. KADIAN resisted, exclaiming “No, Harvey, No!” However, at the same time KADIAN complied because of the tangible and intangible benefits HARVEY WEINSTEIN promised that could advance her career, which she would only receive from a favorable relationship with him. HARVEY WEINSTEIN told KADIAN that he “had to have her [sexually].”

33. HARVEY WEINSTEIN forcibly pulled KADIAN into the bathroom. He told KADIAN to relax while he gripped her firmly. HARVEY WEINSTEIN then started to rub KADIAN’s breast and buttocks.

34. KADIAN told him to stop and attempted to leave the bathroom, but HARVEY WEINSTEIN blocked her exit.

35. HARVEY WEINSTEIN then pulled down KADIAN's shirt, revealing her breasts, and unbuckled his pants and belt. Once again, KADIAN pleaded with him to stop.

36. HARVEY WEINSTEIN then forced his leg between KADIAN's legs, began rubbing her vagina, and then took his penis out and began masturbating. In a panic, KADIAN again implored him to stop, and struggled against him physically, trying to escape the bathroom.

37. HARVEY WEINSTEIN then forcefully grabbed KADIAN's hand, placed it on his penis, and forced her hand to masturbate him. HARVEY WEINSTEIN used his other hand to control KADIAN and defeat her resistance. HARVEY WEINSTEIN, once again, told her to relax and "everything will be taken care of for you if you relax." KADIAN reasonably understood this to mean that he would follow through and assure she has the role in the promised TWC project and that he would use his influence and connections to advance her career if she allowed him to complete the sex act.

38. HARVEY WEINSTEIN then ejaculated onto the bathroom floor.

39. As KADIAN left the room, HARVEY WEINSTEIN informed her that "his people" will be in touch with her, which she understood to refer to Charlotte, Ms. Ford and/or the male TWC assistant, who would provide the details and arrangements for the role he had promised and the other benefits offered.

40. KADIAN was shocked, humiliated, ashamed and embarrassed by HARVEY WEINSTEIN's sexual assault. Having endured the incident, she sought to follow up on HARVEY WEINSTEIN's promises to her of a business relationship and the advancement of her career.

41. KADIAN maintained contact with Ms. Ford, waiting for action on the promises made by HARVEY WEINSTEIN. She was told by Ms. Ford to be patient, as Ms. Ford was waiting for instructions regarding KADIAN from HARVEY WEINSTEIN.

42. After no progress had been made for some time, KADIAN saw HARVEY WEINSTEIN in February, 2015, at a business-related social function in London; he assured her again that everything will be taken care of for her, and that someone from TWC will be in touch with her. That same evening, Ms. Ford greeted KADIAN warmly, introduced her to people at the function as a “Friend of Harvey,” and was otherwise engaging and friendly. Subsequently, Ms. Ford continued to represent to KADIAN that her role and opportunities were in process, and she was just waiting for instructions from HARVEY WEINSTEIN.

43. Upon information and belief, the code word among TWC employees “FOH”, meant “Friend of Harvey”, and referred to a young woman who had participated in sex in exchange for a role or position in an upcoming project, or a young woman who would be expected to do so prospectively. TWC employees knew to “take care” of the FOH’s. (Exh. “A”, p. 19, ¶63).

44. KADIAN attended the same TWC after-party in London the following year, in February, 2016, and still there had been no developments. KADIAN confronted HARVEY WEINSTEIN at the party, who reassured KADIAN that Ms. Ford will be taking care of “everything,” but that she was then on maternity leave and that KADIAN should be patient.

45. In the months that followed, KADIAN communicated with Ms. Ford on multiple occasions. Ms. Ford advised KADIAN that Charlotte would be contacting her directly while Ms. Ford was on maternity leave, in furtherance of KADIAN’s TWC relationship and project. When KADIAN did not hear from Charlotte, she again contacted Ms. Ford, who told KADIAN, “I can remind [Charlotte] again.”

46. When there still appeared to be no movement on HARVEY WEINSTEIN's promises, KADIAN confronted HARVEY WEINSTEIN in Cannes during the May, 2016 film festival. He was with Charlotte at the time KADIAN saw them. Charlotte represented to KADIAN that she is no longer working with HARVEY WEINSTEIN, and that she was in Cannes only as a friend of HARVEY WEINSTEIN. At the same time, HARVEY WEINSTEIN acted coldly toward KADIAN. It was then apparent to KADIAN that HARVEY WEINSTEIN and TWC had no intent of following up and performing on the promises made to her.

47. TWC expenses incurred for HARVEY WEINSTEIN's known activities in enticing and recruiting women for sexual activities were characterized by TWC as business expenses. (Exh. "A", ¶¶71-73). The scheme to use third party aspiring actresses, who were seeking to do business with TWC, as pawns in HARVEY WEINSTEIN's sex games, was ingrained in TWC executives and employees as part of its business operations.

48. As a direct and proximate result of HARVEY WEINSTEIN's sex acts, KADIAN has suffered severe injuries and emotional distress, pain and suffering, mental anguish, inconvenience, loss of capacity for the enjoyment of life, inability to lead a normal life, shame and humiliation. Alternatively or in addition, KADIAN sustained an aggravation of an existing condition or activation of a latent condition and resulting damages. The injuries and damages are permanent and continuing in nature.

Count I
Violation of 18 U.S.C. §1591
Against HARVEY WEINSTEIN

49. Plaintiff repeats and realleges the allegations in paragraphs 1 through 48 above.

"Knowingly – in or affecting interstate or foreign commerce..."

HERMAN
LAW

50. HARVEY WEINSTEIN, as he had done on many occasions, traveled for his business to London, England, and Cannes, France, where he promised a film role and other career benefits to KADIAN.

“recruits, entices...or solicits by any means a person...”

51. HARVEY WEINSTEIN approached KADIAN in Cannes, brought her into his hotel room, and assured her that he would provide her the role he discussed with her previously in London, England.

**“knowing...that means of force, threats of force, fraud, coercion...or any combination of such means will be used to cause the person to engage in a commercial sex act”
(commercial sex act is defined as any sex act, on account of which anything of value is given to or received by any person)**

52. HARVEY WEINSTEIN knew that he would use fraud, physical force or coercion (as he had done many times before to many other young aspiring actresses) on KADIAN for a sexual encounter. He offered her a role, placed her in contact with TWC agents for this purpose, and repeatedly told her that if she “relaxes”, everything would be taken care of for her.

53. HARVEY WEINSTEIN knew that the promise of a role in one of his TWC projects, or his prospective of influence on KADIAN’s behalf in the entertainment business, was something of value. Indeed, it was of significant, career-making commercial value to KADIAN. HARVEY WEINSTEIN used this promise of a role, or the prospective use of his influence and connections on her behalf, to recruit and entice KADIAN to his hotel room where he would engage her in sex acts using means of force, fraud and/or coercion.

54. HARVEY WEINSTEIN’s offer of a film role, and the offer to use his influence on her behalf, was successful in enticing and maintaining KADIAN in his hotel room. KADIAN felt compelled to comply with HARVEY WEINSTEIN’s acts toward her because of the benefits she

would receive from his power and influence, including without limitation, a film role in an upcoming TWC project. HARVEY WEINSTEIN then used physical force, coercion and fraud to perform the sexual act. This was a typical practice of HARVEY WEINSTEIN, as it was common for him to lure young females into his room with a promise of a film role or entertainment project, and then use fraud, force or coercion to obtain a sex act. HARVEY WEINSTEIN knew that the promise of a role or the use of his influence on her behalf would recruit or entice KADIAN, and would place him in a position to use force, fraud or coercion to obtain the sexual activity he desired.

55. HARVEY WEINSTEIN was able to defraud, force or coerce KADIAN into sexual activity in his hotel room because of his promise to her of a film role and use of his influence on her behalf.

56. HARVEY WEINSTEIN had no intention of following through with his promise of a role in a TWC project, and used TWC employees and executives as an artifice to obtain sex acts from KADIAN. This ploy was a fraudulent means for HARVEY WEINSTEIN to obtain sexual gratification, and then to avoid any complaint or backlash from his misconduct..

57. In sum, HARVEY WEINSTEIN traveled in foreign commerce, knowingly recruiting or enticing KADIAN, offering her something of value, knowing that he would use this offer as a means to defraud, force and/or coerce her into a sexual encounter.

WHEREFORE, Plaintiff requests judgment for compensatory damages, reasonable attorneys' fees and punitive damages against Defendant HARVEY WEINSTEIN pursuant to 18 U.S.C. §1595 and applicable law, and such other and further relief as is just and proper.

Count II
Participating in a Venture in Violation of 18 U.S.C. §1591
Against THE WEINSTEIN COMPANY LLC

58. Plaintiff repeats and realleges the allegations in paragraphs 1 through 48 above.

HERMAN
LAW

59. TWC knowingly participated in HARVEY WEINSTEIN's venture in violation of 18 U.S.C. §1591 by knowingly benefiting from, facilitating, and receiving value for, the venture in which HARVEY WEINSTEIN traveled in foreign commerce, with TWC knowing, or in reckless disregard of the facts, that HARVEY WEINSTEIN would defraud, force and/or coerce sexual encounters from women seeking to do business with TWC, on the promise of roles in films or entertainment projects.

60. TWC knew, or was in reckless disregard of the facts, that it was the pattern and practice of HARVEY WEINSTEIN to travel in interstate and foreign commerce to entice or recruit young female actors into defrauded, forced or coerced sexual acts based on the promise of participation in upcoming entertainment projects or the use of his influence in their favor.

61. The OAG Complaint alleges multiple incidents in which HARVEY WEINSTEIN engaged in violent or threatening behaviors with females in the work place. (Exh. "A", pp. 11-12, ¶¶ 40-43). It states:

Female employees knew from observations of HW and from experiences of other TWC employees that he was capable of fits of rage, including infliction of physical injury, and that he was sexually aggressive.

(Exh. "A", p. 12 ¶43).

62. TWC had been privy to multiple claims in which such acts were alleged against HARVEY WEINSTEIN, prior to February, 2014.

63. Despite such knowledge, TWC continued to pay for and facilitate the foreign trips of HARVEY WEINSTEIN, where TWC knew, or was in reckless disregard of the facts that, he would encounter aspiring actresses seeking to do business with TWC, and seek to coerce, defraud and/or force sexual activity from these actresses.

64. TWC employees, executives or agents, including without limitation, Charlotte and Ms. Ford, actively participated in the scheme which led KADIAN to believe that she would be rewarded with substantial career-advancing opportunities if she cooperated and acquiesced in HARVEY WEINSTEIN's demands. This affirmative conduct of TWC, including the request for and receipt of KADIAN's contact information, the personal interview of KADIAN at TWC's London office, and the request for and acceptance from KADIAN of her narrative and reel, was done knowing, or in reckless disregard of the facts that, HARVEY WEINSTEIN would use the promise of an acting role and his influence in the entertainment industry, which were things of value, as a means of defrauding, forcing and/or coercing sex acts from KADIAN.

65. Multiple TWC employees or executives participated in the recruitment or enticement of KADIAN into a victim of a commercial sex act. Among other acts, in an apparent attempt to entice KADIAN into sex with HARVEY WEINSTEIN, a TWC producer told KADIAN that she needed to be "a good girl and do whatever [he] wished", and if she did, then "they will work with [her] further."

66. The OAG's Complaint alleges as follows:

HW forced female TWC employees to serve in in [sic] humiliating and demeaning roles that required them to facilitate and support his sexual activity with third parties. . . . TWC employed one group of female employees whose primary job it was to accompany HW to events and to facilitate HW's sexual conquests. These women were kept on TWC's payroll in TWC's New York, Los Angeles, and London offices. While they had different titles, as a practical matter their primary responsibility included taking HW to parties at which he could meet young women, and introducing him to these young women seeking opportunities at TWC with whom he could attempt to engage in sexual relations. These women were described by some witnesses as members of HW's TWC "roster" or his "wing women." . . .

A second group of employees served as his assistants. Predominantly female assistants were compelled to take various steps to further HW's regular sexual activity, including by contacting "Friends of Harvey" ("FOH") and other prospective sexual partners via text message or phone at his direction and maintaining space on his calendar for sexual activity.

(Exh. "A", pp. 12-13, ¶¶ 44-45).

67. Upon information and belief, in exchange for facilitating and covering up HARVEY WEINSTEIN's commercial sex acts, the TWC employees progressed in their careers at TWC and received financial benefits.

68. Upon information and belief, participating and covering up HARVEY WEINSTEIN's sexual misconduct was a means of obtaining success and growth within the hierarchy at TWC. In other words, those who participated in the scheme received better assignments and compensation.

69. TWC knowingly benefitted financially from the commercial sex act venture of HARVEY WEINSTEIN, including without limitation the profits from the films HARVEY WEINSTEIN promoted on his trips. By facilitating HARVEY WEINSTEIN's commercial sex acts in foreign commerce, TWC enjoyed the promotion and promulgation of TWC projects internationally. HARVEY WEINSTEIN was the face of TWC and his presence and promotion in foreign commerce brought exposure and prestige to TWC films. TWC facilitated HARVEY WEINSTEIN's commercial sex acts in foreign commerce to obtain the enormous publicity HARVEY WEINSTEIN garnered by promoting TWC films internationally, which financially benefitted TWC.

WHEREFORE, Plaintiff requests judgment for compensatory damages, reasonable attorneys' fees and punitive damages against Defendant THE WEINSTEIN COMPANY LLC

pursuant to 18 U.S.C. §1595 and applicable law, and such other and further relief as is just and proper.

Count III
Participating in a Venture in Violation of 18 U.S.C. §1591
Against BOB WEINSTEIN

70. Plaintiff repeats and realleges the allegations in paragraphs 1 through 48 above.

71. BOB WEINSTEIN knowingly participated in HARVEY WEINSTEIN's venture in violation of 18 U.S.C. §1591 by benefiting from, and knowingly facilitating, the venture in which HARVEY WEINSTEIN travelled in foreign commerce to recruit or entice female actors, knowing that he would use fraud, force or coercion for sex with these female actors.

72. BOB WEINSTEIN, along with HARVEY WEINSTEIN, effectively controlled the Board of Directors of TWC. They used this control to conceal and cover up from exposure, among other things, HARVEY WEINSTEIN's defrauded, forced and/or coerced sex acts with aspiring actresses, while maintaining HARVEY WEINSTEIN's position with TWC, which furthered the financial interests of BOB WEINSTEIN. (Exh. "A", pp. 26-29, ¶¶ 95-101).

73. Upon information and belief, by facilitating HARVEY WEINSTEIN's commercial sex acts in foreign commerce, BOB WEINSTEIN enjoyed the promotion and promulgation of TWC projects internationally. HARVEY WEINSTEIN was the face of TWC and his presence and promotion in foreign commerce brought exposure and prestige to TWC films. BOB WEINSTEIN facilitated commercial sex acts in foreign commerce by HARVEY WEINSTEIN to obtain the enormous publicity HARVEY WEINSTEIN garnered by promoting TWC films internationally, which financially benefitted both TWC and BOB WEINSTEIN given his substantial interest in TWC.

74. BOB WEINSTEIN knew, or was in reckless disregard of the facts, that it was the pattern and practice of HARVEY WEINSTEIN to travel in interstate and foreign commerce to entice or recruit solicit young female actors with the promise of roles in upcoming TWC projects or use of his influence on their behalf, knowing that he would then use fraud, force or coercion to engage in sex acts with these actors.

75. BOB WEINSTEIN has been privy to multiple claims in which such acts and conduct were alleged against HARVEY WEINSTEIN, prior to February, 2014.

76. Despite such knowledge, BOB WEINSTEIN, as an executive of TWC, continued to pay for and facilitate these foreign trips for HARVEY WEINSTEIN.

77. BOB WEINSTEIN knowingly benefitted financially from the venture of HARVEY WEINSTEIN in which he used fraud, force or coercion to cause young female actresses to engage in commercial sex acts involving the promise of film roles or entertainment projects.

WHEREFORE, Plaintiff requests judgment for compensatory damages, reasonable attorneys' fees and punitive damages against Defendant BOB WEINSTEIN pursuant to 18 U.S.C. §1595, and such other and further relief as is just and proper.

COUNT IV
Aiding and Abetting Violation of 18 U.S.C. §1591 Against Defendant TWC

78. Plaintiff repeats and realleges the allegations in paragraphs 1 through 48 and 59 through 69 above.

79. Defendant TWC aided and abetted HARVEY WEINSTEIN's commercial sex acts with KADIAN.

80. Defendant TWC willfully caused HARVEY WEINSTEIN's commission of the sex acts with KADIAN in its affirmative acts supporting HARVEY WEINSTEIN, including its agents'

contacts and communications with KADIAN. These communications played an active role in enticing and inducing KADIAN through the promise of a role in an acting project, and connections and introductions that would substantially advance her career.

81. Defendant TWC knew that its acts and conduct supporting HARVEY WEINSTEIN would lead to commercial sex acts by HARVEY WEINSTEIN with aspiring actresses.

82. Defendant TWC's aiding and abetting of HARVEY WEINSTEIN through its affirmative acts did in fact aid and abet HARVEY WEINSTEIN in committing commercial sex acts upon KADIAN.

WHEREFORE, Plaintiff requests judgment for compensatory damages, reasonable attorneys' fees and punitive damages against Defendant TWC, and such other and further relief as is just and proper.

COUNT V
Aiding and Abetting Violation of 18 U.S.C. §1591 Against Defendant
BOB WEINSTEIN

83. Plaintiff repeats and realleges the allegations in paragraphs 1 through 48 and 71 through 77 above.

84. Defendant BOB WEINSTEIN aided and abetted HARVEY WEINSTEIN's commercial sex acts with KADIAN.

85. Defendant BOB WEINSTEIN willfully caused HARVEY WEINSTEIN's commission of the sex acts with KADIAN in supporting HARVEY WEINSTEIN's pursuit of their joint business interests, knowing that he would use his power and position to recruit or entice aspiring female actors with promises to advance their careers, and then force or coerce them into sex acts.

86. Defendant BOB WEINSTEIN knew that his acts and conduct supporting HARVEY WEINSTEIN would lead to commercial sex acts by HARVEY WEINSTEIN.

87. Defendant BOB WEINSTEIN's aiding and abetting of HARVEY WEINSTEIN through his affirmative acts did in fact aid and abet HARVEY WEINSTEIN in committing commercial sex acts upon KADIAN.

WHEREFORE, Plaintiff requests judgment for compensatory damages, reasonable attorneys' fees and punitive damages against Defendant BOB WEINSTEIN, and such other and further relief as is just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury and all issues so triable as a matter of right.

Dated: Boca Raton, FL
February 20, 2018

Respectfully submitted,

HERMAN LAW
5200 Town Center Cir. #540
Boca Raton, FL 33486
Tel: 305-931-2200; Fax: 305-931-0877

By: /s/ Stuart S. Mermelstein
Jeffrey M. Herman
Stuart S. Mermelstein
Arick W. Fudali

CERTIFICATE OF SERVICE

I hereby certify that on February 20, 2018, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing to:

Morrison Cohen LLP Mary E. Flynn, Esq. mflynn@morrisoncohen.com Aaron M. Schue aschue@morrisoncohen.com Attorneys for Defendant Harvey Weinstein	Seyfarth Shaw LLP Gerald L. Maatman, Jr., Esq. gmaatman@seyfarth.com Alnisa Bell, Esq. abell@seyfarth.com Lynn A. Kappelman, Esq. lkappelman@seyfarth.com Scott Rabe, Esq. srabe@seyfarth.com Lorie E Almon, Esq. lalmon@seyfarth.com Attorneys for The Weinstein Company LLC and Robert ("Bob") Weinstein
---	---

/s/ Stuart S. Mermelstein